

### REMARKS/ARGUMENT

Claims 1 – 26 are pending in the application. Claims 1–26 stand rejected. Claims 1-16 and 20-26 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Pat. No. 5,530,754 ("Garfinkle") in view of U.S. Pat. No. 6,532,589 ("Proehl"). Claims 17-18 stand rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Pat. No. 5,530,754 ("Garfinkle") in view of U.S. Pat. No. 5,973,683 ("Cragun"). Claim 19 stands rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Pat. No. 5,530,754 ("Garfinkle") and U.S. Pat. No. 6,532,589 ("Proehl") in view of U.S. Pat. No. 5,585,838 ("Lawler"). Claims 1, 21, and 24 are the independent claims. Claims 1, 21 and 24 have been amended to address certain concerns raised by the Examiner during an Interview.

#### 1. Interview

The undersigned thanks the Examiner for his courtesy in discussing the application by telephone on July 13, 2005. All claims were discussed in light of the cited art.

#### 2. Claims

Amendment: Claims 1, 21, and 24 have been amended in light of issues raised by the Examiner in the interview of July 13, 2005. Specifically, the claims have been amended to indicate that the second set of programs on the server are configured to be played *from the server* for a user under the user's *playback* control. In the Specification, "playback control" is described to include interactive features such as pause, rewind, and fast-forward, the *interactive* features missing from Garfinkle (Application, p. 13, ll. 28-30; Fig. 7, ref. num. 724). Under the claims, at least one of the first set of *real-time* programs are *substantially identical* to a counterpart in the second set *stored on a server*, and the counterpart is configured to be played *from the server* under the user's *playback control*.

Argument: The following argument is included to address remarks in the Office Action dated June 6, 2005. The present invention contains limitations not present in Garfinkle

and Proehl. It is respectfully believed that the comments below will clarify these issues. In addition to the distinctions made in the previous response dated December 10, 2004, the cited portions of Garfinkle simply do not teach or suggest 1) "transmitting a first set of programs in real time," or 2) "storing a second set of programs on a server ... configured to be played for a user under the user's control."

1. Real Time Transmission: The present claims teach a first set of programs to be transmitted in "real time." As is understood in the art and illustrated in the Specification, "real-time" transmission entails programming to be "watched in real-time, i.e., as the program is broadcast" (Application, p. 5, ll. 8-9). There is a clear distinction between "real-time programs (and) stored programs" (*Id.*, p. 11, l. 28).

The Office states that Garfinkle "reads on" the real-time limitations in the present claims when "upon a request from a user, the central station 10 transmits the movie to the instant user site" (Office Action dated June 6, 2005, p. 3, sec. 3). However, in Garfinkle, the "downloaded video product data is *stored* at the user site ... in a compressed data format" (*emphasis added*, Garfinkle, col. 3, ll. 15-24; *see also* Fig. 5 ref. nums. 78, 86). The *stored* "video product" may then be displayed (*Id.*, col. 5, ll. 13-14; Fig. 5, ref. nums. 82, 88).

The cited portions of Garfinkle call for storage of the video product, and then display; the limitations of the present invention call for "real-time" broadcasts of a first set of programs.

2. Played for a User under the User's Control: The present claims teach a second set of programs to be stored on a "server ... configured to be played for a user under the user's control."

The Office Action indicates that the "lead-in" of Garfinkle reads on the "second set of programs ... substantially identical to the at least one of the first set of programs." (*See* Office Action dated June 6, 2005, p. 5, ll. 1-9). As for the limitation requiring that the second set of programs may be played for a user under the user's control, the Office Action states that "Garfinkle does not discuss the details of playing the movies" (*Id.*, p. 5, l. 12).

In fact, Garfinkle does teach how the lead-in is to be played. The Office Action itself states that "a lead-in segment is automatically played until the remainder of the program is downloaded to the viewer" (*Id.*, p. 5, ll. 8-9). Garfinkle indicates that if a "selected video product has a lead in ... the display of the ordered product" will be started "from the lead-in" and the "complete video product ... (will be) spliced" in (Garfinkle, col. 4, l. 66 - col 5., l. 9). There is a specific teaching in Garfinkle regarding how the lead in will be played, and no teaching or suggestion regarding user control.

The above argument specifically relates to the language of the limitations of independent claim 1, although independent claims 21 and 24 each share elements with claim 1 and are in condition for allowance in light of the discussion above. The remaining claims each cite limitations in addition to those of the independent claims.

### CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance and an action to that end is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 303-571-4000.

Respectfully submitted,



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